

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

NUNC PRO TUNC ASSIGNMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bio-Lab, Inc.		02/25/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	HomeCare Labs, Inc.
Street Address:	1735 North Brown Road
City:	Lawrenceville
State/Country:	GEORGIA
Postal Code:	30043
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78310470	GREASED LIGHTNING ORANGE BLAST

## CORRESPONDENCE DATA

Fax Number: (202)223-2085

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-861-3900

Email: dctrademarks@piperrudnick.com

Correspondent Name: Ann K. Ford, Esq. - PIPER RUDNICK LLP

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:

19926-107104

NAME OF SUBMITTER:

Ann K. Ford, Esq.

Total Attachments: 1

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## **CONFIRMATORY TRADEMARK ASSIGNMENT**

This Confirmatory Trademark Assignment (this "Assignment") is made on February 25, 2004 by and between **Bio-Lab, Inc.**, a Delaware corporation, (hereinafter "Assignor") and **HomeCare Labs, Inc.**, a Delaware corporation, (hereinafter "Assignee")

WHEREAS, the Assignor was the owner of all right, title and interest in and to the Mark GREASED LIGHTNING ORANGE BLAST and U.S. Trademark Application No. 78/310,470 (hereinafter "the Mark"); and

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the aforementioned Mark; and

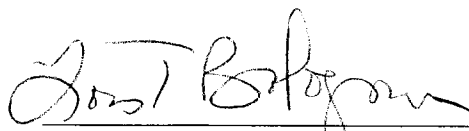
WHEREAS, effective as of **October 7, 2003**, Assignor assigned all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, to Assignee, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Mark from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective as of **October 7, 2003**, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement by the Mark, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

**Bio-Lab, Inc.**



By: Louis T. Bolognini

Title: Vice President & General Counsel